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SUSAN G. LICHTENFELD

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March 19, 2003

Via Messenger

Mr. Vernon A. Williams
Secretary
Office of the Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

RECORDATION NO. 24362 FILED

MAR 19 '03

2-49 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 1301(a) are three original executed copies of the Memorandum of Railcar Security Agreement, dated as of March 17, 2003, between JAIX Leasing Company ("Secured Party") and Joseph Transportation Services, Inc. ("Debtor"), a primary document as defined in the Commissioner's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Memorandum of Railcar Security Agreement are:

Secured Party:	JAIX Leasing Company 20 N. Wacker Drive, Ste. 2200 Chicago, IL 60606
Debtor:	Joseph Transportation Services, Inc. 300 Pike Street Cincinnati, OH 45202

A description of the railroad equipment covered by the enclosed document is as follows: 95 1977 Bethlehem built, 4000-c.f. capacity, 100-ton, open top hopper railcars identified on Schedule A to the Memorandum of Railcar Security Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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CHICAGO ■ NEW YORK ■ WASHINGTON

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Mr. Vernon A. Williams
March 19, 2003
Page 2

Kindly return two stamped original copies of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Railcar Security Agreement, dated as of March 17, 2003 between JAIX Leasing Company, as Secured Party, and Joseph Transportation Services, Inc., as Debtor, relating to 95 1977 Bethlehem built, 4000-c.f. capacity, 100-ton, open top hopper railcars.

Very truly yours,



Susan G. Lichtenfeld

BRK:feb
Enclosures

cc: Robert W. Kleinman

THE RAILCARS

Ninety-five (95) 1977 Bethlehem built, 4000-c.f. capacity, 100-ton, open top hopper railcars marked as follows:

<u>Marks</u>	<u>Unit Numbers</u> <u>(All Inclusive)</u>
NPPX	1121-1129
	1131-1141
	1143-1149
	1151-1162
	1165-1172
	1175
	1177-1178
	1180-1181
	1183-1200
	1203-1205
	1207-1209
	1211-1217
	1219-1230

MEMORANDUM OF RAILCAR SECURITY AGREEMENT

This Memorandum of Railcar Security Agreement is made and entered into as of March 17, 2003 by and between JAIX LEASING COMPANY (hereinafter referred to as "Secured Party") and JOSEPH TRANSPORTATION SERVICES, INC. (hereinafter referred to as "Debtor").

Pursuant to the Purchase and Sale Agreement dated as of March 17, 2003 (the "Purchase Agreement") between Secured Party and Debtor, and subject to the terms and conditions therein set forth, Secured Party has agreed to transfer and sell to Debtor, and Debtor has agreed to purchase from Secured Party, the railcars identified on Schedule A hereto (the "Railcars").

As security for the payment and fulfillment of its obligations to Secured Party under the Purchase Agreement pursuant to Section 3 of the Purchase Agreement, Debtor granted to Seller a security interest in the Railcars and accessions of and to any of the Railcars, together with all right, title and interest of Debtor therein and all rights and remedies which Debtor might exercise with respect thereto but for the execution of the Purchase Agreement.

As contemplated by the Purchase Agreement, Secured Party and Debtor hereby make this Memorandum of Railcar Security Agreement to confirm and perfect Secured Party's security interest in the Railcars. Secured Party and Debtor further acknowledge and confirm that this Memorandum of Railcar Security Agreement is not a summary of the Purchase Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Secured Party and Debtor agree that in the event of a conflict between this Memorandum of Railcar Security Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.


IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Railcar Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

SECURED PARTY:

DEBTOR:

JAIX LEASING COMPANY

JOSEPH TRANSPORTATION SERVICES, INC.

By: 
Name: EDWARD J. WALSH
Title: VICE PRESIDENT

By: _____
Name: Paul G. Jantsch
Title: President

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SURFACE TRANSPORTATION BOARD

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This Memorandum of Railcar Security Agreement is made and entered into as of March 17, 2003 by and between JAIX LEASING COMPANY (hereinafter referred to as "Secured Party") and JOSEPH TRANSPORTATION SERVICES, INC. (hereinafter referred to as "Debtor").

Pursuant to the Purchase and Sale Agreement dated as of March 17, 2003 (the "Purchase Agreement") between Secured Party and Debtor, and subject to the terms and conditions therein set forth, Secured Party has agreed to transfer and sell to Debtor, and Debtor has agreed to purchase from Secured Party, the railcars identified on Schedule A hereto (the "Railcars").

As security for the payment and fulfillment of its obligations to Secured Party under the Purchase Agreement pursuant to Section 3 of the Purchase Agreement, Debtor granted to Seller a security interest in the Railcars and accessions of and to any of the Railcars, together with all right, title and interest of Debtor therein and all rights and remedies which Debtor might exercise with respect thereto but for the execution of the Purchase Agreement.

As contemplated by the Purchase Agreement, Secured Party and Debtor hereby make this Memorandum of Railcar Security Agreement to confirm and perfect Secured Party's security interest in the Railcars. Secured Party and Debtor further acknowledge and confirm that this Memorandum of Railcar Security Agreement is not a summary of the Purchase Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Secured Party and Debtor agree that in the event of a conflict between this Memorandum of Railcar Security Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Railcar Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

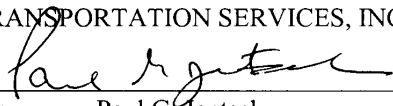
SECURED PARTY:

DEBTOR:

JAIX LEASING COMPANY

JOSEPH TRANSPORTATION SERVICES, INC.

By: _____
Name: _____
Title: _____

By: 
Name: Paul G. Jantsch
Title: President

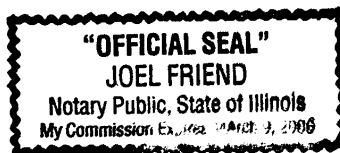
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 17th day of March, 2003, before me personally appeared Edward J. Whalen, to me personally known, who being duly sworn, says that he is a Vice President of JAIX LEASING COMPANY, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joel Friend
Notary Public

[NOTARIAL SEAL]

My Commission Expires:



STATE OF OHIO)
)
COUNTY OF HAMILTON) :SS

On this ____ day of March, 2003, before me personally appeared Paul G. Jantsch, to me personally known, who being by me duly sworn, says that he is the President of JOSEPH TRANSPORTATION SERVICES, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this _____ day of March, 2003, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a _____ of JAIX LEASING COMPANY, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

STATE OF OHIO)
)
COUNTY OF HAMILTON):SS

On this 17th day of March, 2003, before me personally appeared Paul G. Jantsch, to me personally known, who being by me duly sworn, says that he is the President of JOSEPH TRANSPORTATION SERVICES, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda M. Baughman
Notary Public

[NOTARIAL SEAL]

My Commission expires:



LINDA M. BAUGHMAN
Notary Public, State of Ohio
My Commission Expires
July 22, 2007

SCHEDULE A
TO MEMORANDUM OF RAILCAR SECURITY AGREEMENT

THE RAILCARS

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